

TEST REPORT

Consumer Lab Denmark
(ForbrugerLaboratoriet ApS)
Østre Stationsvej 9 AC
DK-5500 Middelfart
Denmark

Customer	Danish Comfort Hammervej 1 DK – 8860 Ulstrup	Report no.	R24037/01
		Appendix	None
		Date	06.11.2024
Customer ref.	Anja N. Pedersen	Lab. ref.	TRF

Test sample **Toy**
Name/model Danish Comfort / Weighted Elephant
Received date 31.10.2024.
Principle of selection Sample(s) delivered by the customer.



Sample description Soft- and pellet-filled weighted textile toy.
Weight: 2,44 kg.
Age grading in test All ages.
Test date 05.11 – 06.11.2024
Conclusion (extract) The sample met the applied EN 71-1 requirements.
 The sample met the applied EN 71-2 requirement.

Signed by


Torben Foged
Director



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4. INFORMATION

The test report contains the results for testing the sample according to applicable and applied requirements of EN 71 in the extent referenced in “4. Results”.

2. TEST EQUIPMENT

The equipment numbers of used equipment are registered in the laboratory’s test files.

3. TEST METHOD

EN 71-1+A1:2018 – Mechanical and physical properties

EN 71-2:2020 – Flammability

See section 5 – References.

4. RESULTS

The test results apply only to the sample(s) tested.

4.1 Conclusion

EN 71-1: The sample met the applied, relevant requirement.

EN 71-2: The sample met the applied, relevant requirement.

4.2 Method, requirements and results

In the following the requirements and methods from EN 71 are extracted in headlines for the purpose of this test report. The wordings of the requirements are to be found in the standard.

Legend:

Pass	Passed / Met the requirement
Fail	Failed / Did not meet the requirement
NA	Not Applicable / Not Relevant
NT	Not (requested) tested

4.2.1 EN 71-1 Mechanical and physical properties

Clause	Subject	Res.	Remarks
4	General requirements		
4.1	Material cleanliness	Pass	
4.7	Edges	Pass	
4.8	Points and metallic wires	Pass	
4.22	Small balls	NA	No accessible small balls



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Clause	Subject	Res.	Remarks
5	Toys intended for children under 36 months		[See note regarding clause 5]
5.1	General requirements		May be intended for children < 36 months.
5.1a	Toys and removable components, small parts	Pass	
5.1b	Torque test	Pass	
5.1b	Tension test	Pass	
5.1b	Drop test	Pass	
5.1b	Impact test	Pass	
5.1b	Compression test	Pass	
5.2	Soft-filled toys and soft-filled parts of toys	Pass	
5.4	Cords, chains and electric cables in toys	Pass	
5.10	Small balls	NA	No accessible small balls
6	Packaging		
6	Packaging	NA	None
7	Warnings, markings and instructions for use		[See note regarding clause 7]
7.1	General	NA	No mandatory warnings
7.2	Toys not intended for children < 36 months	NA	For all ages.

Only clauses which were applied/relevant/agreed or hold remarks are included in the above.

4.2.1.1 Remarks and notes EN 71-1

The weighted characteristic of the product is not dealt with in EN 71-1 or other parts of the EN 71-series.

Note regarding clause 5:

The text of this note is for information only, is not exhaustive and Directive 2009/48/EC and the associated guidance documents should be consulted for further details:

Subject	Note	Observations of the lab
Cleaning & washing instruction	According to Directive 2009/48/EC the following safety requirements apply regarding cleaning and washing: "A toy intended for use by children under 36 months must be designed and manufactured in such a way that it can be cleaned. A textile toy must, to this end, be washable, except if it contains a mechanism that may be damaged if soaked. The toy must fulfil the safety requirements also after having been cleaned in accordance with this point and the manufacturer's instructions." The manufacturer should, if applicable, provide instructions on how the toy has to be cleaned.	Sample without markings. Solely brand name attached to the product.

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Note regarding clause 7:

The text of this note is for information only and the indents do not constitute requirements of EN 71-1. The information is not exhaustive and Directive 2009/48/EC and the associated guidance documents should be consulted for further details.

Subject	Note	Observations of the lab
CE marking	Toys made available on the market must bear the CE marking. The CE marking must be subject to the general principles set out in Article 30 of Regulation (EC) No 765/2008. The CE marking must be affixed visibly, legibly and indelibly to the toy, to an affixed label or to the packaging. In the case of small toys and toys consisting of small parts, the CE marking may alternatively be affixed to a label or an accompanying leaflet. Where the CE marking is not visible from outside the packaging, if any, it shall as a minimum be affixed to the packaging. Where specific legislation does not impose specific dimensions, the CE marking must be at least 5 mm high.	Sample without markings. Solely brand name attached to the product.
Name & address	The manufacturer's name, registered trade name or registered trade mark and the address at which the manufacturer can be contacted must be indicated on the toy or, where that is not possible, on its packaging or in a document accompanying the toy. This requirement applies also to the name and address, etc. of any importer.	Sample without markings. Solely brand name attached to the product.
Identification	Manufacturers must ensure that their toys bear a type, batch, serial or model number or other element allowing their identification, or where the size or nature of the toy does not allow it, that the required information is provided on the packaging or in a document accompanying the toy.	Sample without markings. Solely brand name attached to the product.
Manufacturers and importers must ensure that the toy is accompanied by instructions and safety information in a language or languages easily understood by consumers, as determined by the Member State concerned. A Member State may, within its territory, stipulate that warnings and safety instructions shall be written in a language or languages easily understood by consumers, as determined by that Member State.		

The observations above are given as a service to the client, but without conclusion, as they are not requirements of EN 71-1.

4.2.2 EN 71-2 Flammability

Clause	Subject	Res.	Remarks
4.1	General requirements	Pass	
4.5	Soft-filled toys	Pass	

Only clauses which were applied/relevant/agreed or hold remarks are included in the above.

4.2.2.1 Remarks and notes EN 71-2

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5. REFERENCES

DS/EN 71-1:2014+A1:2018 Safety of toys – Part 1: Mechanical and physical properties
DS/EN 71-2:2020 Safety of toys – Part 2: Flammability.

These General Terms and conditions shall apply to all commissioned work performed by Consumer Lab Denmark (CLD) for a contracting party (customer), including but not limited to consulting, teaching, testing, researching, developing, sale and leasing. The terms shall also apply all other and subsequent agreements between CLD and the customer unless otherwise agreed. Unless specifically accepted in writing by CLD any deviating terms and conditions or provisions against these terms contained in the order or accept from the customer shall not apply.

1. Definitions

- 1.1 By CLD is meant the company Consumer Lab Denmark ApS, including the additional names; ForbrugerLab, FLAB, ForbrugerLaboratoriet, VAT no. DK28514808.
- 1.2 By the customer is meant CLD's customer/business partner no matter if he is a person, company, organization, authority or other.
- 1.3 By CLD's name and trademark is meant CLD's company name, additional names, calling names, trademarks and or texts of any kind, which CLD uses in its business – no matter if these are registered trademarks or not – and/or which are capable of relating CLD with another company's products and/or other activities.
- 1.4 By marketing is meant all the customers activities and materials for the purpose of promoting, positioning and/or selling his products, and the context in which these activities and materials are used in, no matter the type and shape. Including, but not limited to marketing materials, media, and relations as well as press releases.

2. Scope of commissioned work

- 2.1 The nature, scope and financial conditions is to be stated in a written agreement. Any amendments to the agreement shall be in writing.
- 2.2 Quotations from CLD are, if not stated otherwise in the quotation, valid for 30 days.
- 2.3 Time schedules, prices, etc. are approximate unless otherwise agreed in writing. Should CLD foresee major increase in prices or delays compared to the agreed or significant obstacles for the performance of the work, the customer shall be informed thereof, following which the customer shall be entitled to change or stop the work, cf. clause 8.1. CLD will be entitled to be paid for the work done so far.
- 2.4 CLD is entitled to the fee of work performed regardless of whether the results expected by the customer are achieved, unless it has been agreed in writing that CLD's fee is depending on the achievement of concrete specified results.
- 2.5 CLD is entitled to let work be carried out fully or partially by a third party.

3. Professional discretion

- 3.1 CLD will observe habitual professional discretion with respect to disclosure of the performance the work and agreements. If the customer requires secrecy as such, for example regarding knowhow of the customer that might come to the knowledge of CLD during the work, a specific agreement in writing shall be made.
- 3.2 If any test or development work leads to results of interest to the general public, CLD may publicly announce such results unless otherwise agreed in a secrecy agreement as mentioned under clause 3.1.
- 3.3 When CLD undertakes work that involves an assessment of a service provided by third party, the customer accepts and understands that CLD may approach such third party and other relevant bodies in order to obtain information for use in the performing the work.
- 3.4 CLD shall at any time be entitled to pass on information which CLD is under statutory obligation to disclose.
- 3.5 If, in the course of performing the work, CLD aware of factors that in the opinion to CLD may cause material damage to health or environment, CLD may, if necessary inform the customer thereof. In the event that the customer does not, as quickly as possible, take the steps necessary to prevent or limit the risk of material damage to health or environment, CLD shall, notwithstanding any separate agreement on discretion of secrecy, be entitled to pass on such knowledge to the relevant authorities.

4. Accreditation

- 4.1 CLD is accredited by DANAK to carry out a number of tests. Accredited test is restricted to specific requirements to e.g. reporting, and these will always be marked with DANAK trademark and registration number.

5. Reference to results, etc.

- 5.1 CLD reports may only be reproduced by the customer in their entirety.
- 5.2 The customer may not mention or refer to CLD or employees of CLD for advertising or marketing purposes unless CLD in advance in every specific case has granted consent in writing, and/or a specific agreement in writing is made cl. specific general terms and conditions for agreement of the use of CLD name and trademark, D05031. Such consent shall lapse if the customer stops or postpones the work, cf. clause 8.1.
- 5.3 Clause 5.2 is also including references on weblogs, web links, URLs, etc. on web pages, the customers homepage or the like. Further is any use of the safety groups A-D (CLD's grouping) not allowed without specific written agreement with CLD on behalf of test results performed by or accepted by CLD.
- 5.4 Educational material issued or handed out may not be copied or duplicated. Educational material on loan from CLD shall remain the property of CLD.
- 5.5 CLD shall be entitled to demand that the customer returns reports, etc. prepared by CLD if CLD discovers any errors or defects in such material.

6. Rights relating to the results of the work

- 6.1 The tangible results produced by CLD in relation to the work and the right to utilize such results shall be the exclusive property of the customer. Results in the form of tangible goods, including prototypes will be handed over to the customer as soon as the final accounts have been settled.
- 6.2 Knowhow and other intangible property rights developed by CLD or ascertained by CLD in connection with the work shall be the property of CLD, unless otherwise agreed in writing. Such rights may be utilized by the customer for his own use to the extent laid down in writing between the parties or specifically stated as an implied condition.

7. Fees and terms of payment

- 7.1 Commissioned work shall be performed according to account rendered based on the at any time valid hourly rates fixed by CLD plus transport charges and other outlays.
- 7.2 In respect to long-term work (more than 6 months) CLD shall be entitled regularly to adjust the hourly rates stated under clause 7.1 with a notice of 30 days prior to the date on which they come into force.
- 7.3 CLD shall be entitled to issue invoices on account once a month for the work performed prior to the invoice date.
- 7.4 If CLD is summoned to testify in a trial as a result of the work done, the customer is obliged to pay the direct costs for CLD and reimburse the time spent to e.g. preparation, transport and time in court. Time spent is to be reimbursed by 50 % of the hourly rate for consulting services.

CLD will invoice the customer on a running basis and the customers' obligation to reimburse is not depending on the outcome of the trial.

- 7.5 If not agreed otherwise or other is stated on the invoice, the payment terms of CLD invoices is invoice date plus 14 days. In case of overdue payment of balances to CLD interest shall be charged at the rate of 1.5 % for each commenced period of one month. Further CLD is entitled to charge a fee of DKK 300,- per reminder of due payments starting as from reminder number two. If the customer has an overdue payment of balances CLD has the right to stop any ongoing/agreed work for the customer. Clause 8.1. is then to be used as if it was the customer who ordered the work stopped.

8. The right to change and cancel orders

- 8.1 In the case the customer issues instruction to stop or postpone the work, cf. clause 2.2, work already performed shall be paid for according to invoice, just as the customer shall reimburse CLD for any costs incurred in relation to the cancelled or postponed work that CLD has already undertaken to pay, such as expenses to a third party, special equipment or premises, etc.
- 8.2 The nature or scope of commissioned work may only be subjected to changes with the written consent of CLD.

9. Liability

- 9.1 CLD shall be liable to wards the customer for any errors and negligence in connection with the performance of the work pursuant to the general rules of compensation of Danish law, subject to such limitation as follow from clauses 9.2 – 9.13. CLD shall in no event be liable for circumstances or events causing a loss that are not attributable to any errors or negligence of the part of CLD.
- 9.2 If the performance of work is stopped or postponed, cf. clause 8, CLD shall not be liable to any defects or errors in work already performed.
- 9.3 CLD shall not be liable for injury or damage arising in relation to the use of consulting provided by CLD or test or control reports prepared by CLD if the use thereof is outside the scope of the commissioned work or the specified purpose.
- 9.4 If the work of CLD is not concluded in a report or the delivery of a service or if the service provided consists of a statement or evaluation – in writing or verbal - in which it is specified that it is based on an estimate or assessment, CLD shall not be held liable unless CLD has shown gross negligence.
- 9.5 CLD shall not be held liable for any delay in completing work for the customer, even not in a case where CLD specifically has confirmed a date of delivery/ completion.
- 9.6 CLD shall not be held liable for culpable and/or negligence of the part of any of CLD's sub-contractors, unless such sub-contractor has been appointed by CLD without being proposed or accepted by the customer.
- 9.7 In case of joint liability between CLD and one or more parties, CLD shall only accept liability for such proportion of the loss suffered by the customer as is accounted for by the share of the overall liability attributable to CLD.
- 9.8 From the moment the recall of a result has come to the knowledge of the customer, CLD shall not be liable for any loss or claim if the customer does not correct the result to third party immediately. The customer is obliged to correct the result to third party immediately.
- 9.9 CLD shall not be liable if the customer suffers a loss as a consequence of a publication of a result from CLD e.g. in a news media, even if CLD was aware that the result would be published. This limitation in liability is also applicable if the customer is a news media itself, since he should otherwise safeguard himself against losses in this relation.
- 9.10 If CLD has undertaken, on behalf of the customer, to verify that services provided by a third party to the customer are according to contract, CLD shall only be held liable for loss or damage that the customer has suffered owing to CLD's failure to point out, in due time, that a specific service is not according to contract. CLD's liability shall be subordinated to the claim for compensation that the customer may make against the third party in question, and CLD's liability shall moreover be subject to the other limitations stated in this clause 9.
- 9.11 If CLD has received samples or equipment from the customer, CLD shall exclusively be held liable for loss of or damage to such samples or equipment if an agreement in writing has been made with the customer to return such samples and equipment. In addition, in such event, CLD shall only be held liable if it can be substantiated that CLD has shown gross negligence, and the compensation can in no event exceed the cost of the material necessary for manufacturing the samples or equipment in question. If the return of samples and equipment has not been agreed upon, CLD will only keep such sample and equipment for a period of up to three (3) months after the completion of the work.
- 9.12 CLD cannot be held liable for more than the direct loss suffered by the customer. Thus, CLD shall not be held liable for losses on operations, loss of earnings or any other indirect losses. CLD's total liability shall in no event exceed DKK 1.000.000,- per event/claim with the exception of liability for injuries according to Danish law.
- 9.13 If any third party holds CLD liable for injury or damage to property caused by work performed by CLD, including, but not limited to, product liability, the customer shall be obliged to indemnify and hold CLD free of any liability and claim exceeding the amount of any claim(s) that can be brought against CLD pursuant to the provisions of this clause 9. The customer is obliged to defend any such claim on behalf of CLD if CLD requests so.
- 9.14 CLD cannot be held liable for claims regarding loss, damage or injury, that have not been made in writing within three (3) years after CLD's delivery of the work of which the claim is made. In addition CLD's liability is contingent upon the customer complaining in writing immediately after he has become aware of, or should have become aware of, the existence of a potential liability of compensation of CLD. Notwithstanding the said time limit of three years CLD shall not be liable for any damage or injury that was not possible to foresee with the know-how and technology available at the time of the performance of the commissioned work.
- 9.15 Any complaint shall be made in writing.

10. Disputes

- 10.1 Any dispute or controversy arising between CLD and the customer as well as third party can only be settled according to Danish law at the venue of CLD, unless CLD decides otherwise.